REMARKS

Claims 3-17 and 19-25 are pending in this application. Claim 1 was previously canceled. Claims 2 and 18 are presented canceled. Applicants have amended claims 3-5, 9-15, 17, 19-21 to more particularly point out and distinctly claim applicants' invention and to address typographical and stylistic issues. New claims 22-25 have been added. No new matter has been introduced by way of these amendments.

As a preliminary matter, applicants note that use of the disjunctive "or" before the last element in a list of alternatives in amended claims 4, 11, 14, and 15 is intended to recite and cover any one or more of the listed elements in the alternative, consistent with current case law. Namely, the phrase "at least one of A or B" is to be interpreted as including: "A," or "B," or both "A and B." Also, the phrases "at least one of A, B, or C," "A, B, or C," and "A or B" are to be interpreted in the same manner. These recitations conform the claims with current case law on this subject.

Objections

The Examiner has objected to the drawings, because Figure 4 contains an element with a reference character that is not mentioned in the description. Applicants have amended the description on page 24 to conform with the drawing. Specifically, the description (before amendment) and Figure 4 describe that in some embodiments, enhanced game objects are present. See, for example, Figure 1B and associated text in applicants' Specification. Thus, no new matter has been introduced, and applicants respectfully request the Examiner to withdraw this objection.

The Examiner has also objected to the Abstract as containing greater than 150 words. Applicants have accordingly amended the Abstract and respectfully request withdrawal of this objection.

Claim 21 was objected to because of informalities which have been corrected by an amendment that recites that the effectiveness measure recited in claim 20 is further forwarded "in a communication packet that is an acknowledgment of received advertisement content." Accordingly, applicants respectfully request the Examiner to withdraw his objection to claim 21.

Rejections Under 35 U.S.C. § 112, Second Paragraph

Claims 5, 12, 19, and 20 were rejected under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to point out and distinctly claim the subject matter which the applicants regard as their invention. In particular, the Examiner states that the terms "imperceptibly impacts" (claim 5), "minimizes performance degradation" (claim 12) and "non-intrusive manner" (claim 20) are relative terms, thereby rendering the respective claims indefinite, because "the specification does not provide a standard for ascertaining the requisite degree, and one of ordinary skill in the art would not be reasonably apprised of the scope of the invention." (Office Action, dated May 2, 2006, hereinafter "Office Action".) Applicants respectfully traverse these rejections, and point the Examiner to the description in the text on page 14, lines 3-25; page 35, lines 18-22; page 39, lines 4-22, and Figure 8. In these passages and Figure 8, guidance is given to the meaning of these terms and an example embodiment that "imperceptibly impacts" is described using a dribble pipe. Nevertheless, applicants have amended claim 5 to recite that "the effect on performance of the game … is imperceptible to a human player;" claim 12 (and 13) to recite that "the forwarding… is done in a manner that has imperceptible effects on game performance to a human game player;" and claim 20 to recite that "the forwarding… is performed in a manner that has imperceptible effects on game performance to the game player" thereby reciting standards in the claims themselves. Certainly in view of applicants' specification, the recited language now renders claims 5, 12, and 20 definite and applicants respectfully request the Examiner to withdraw these rejections.

The Examiner also has rejected claim 19, because "it is unclear what a view frustrum technique is." (Office Action, p. 4.) Applicants have corrected a typographical error in the spelling of "frustum" in claim 19 (and the specification in the paragraph on page 23, line 19). A "frustum" is a mathematical term meaning "[a] part of a solid, such as a cone or pyramid, between two parallel planes cutting the solid, esp. the section between the base and a plane parallel to the base." (*The American Heritage Dictionary*, 2d College Ed., Houghton Mifflin Co., 1999, p. 537.) According to computer graphics, a "view frustum" or "viewing frustum" defines a region of space in a modeled (*e.g.*, virtual) world that may appear on the screen, where the shape depends upon the kind of "camera" being simulated, and is typically a pyramid or a

conical frustum. There are different techniques that can be used to determine whether a particular object is located within the view frustum (*See, e.g.*, Wikipedia, OpenGL at "www.lighthouse3D.com/opengl/viewfrustum", "http:/mathworld.wolfram.com/frustum.html" etc.). Claim 19 is therefore definite, and applicants respectfully request the Examiner to withdraw this rejection.

35 U.S.C. § 102 and § 103 Rejections

The Examiner has rejected claims 2-7, 9-15, and 17-21 under 35 U.S.C § 102(e) as being anticipated by Heckel, U.S. Patent No. 6,036,601 ("Heckel"), and claim 16 as being anticipated by Kusumoto et. al., U.S. Patent No. 6,954,728 ("Kusumoto"). In addition, the Examiner has rejected claim 8 under 35 U.S.C § 103(a) as obvious over Heckel in view of Rashkovskiy, U.S. Patent No. 6,616,533 ("Rashkovskiy"). Applicants note for the record that the Examiner had indicated that all of claims 2-21 were rejected by Heckel (alone) under § 102(e); however, the detailed arguments in the rejections indicate otherwise.

Applicants respectfully traverse all these rejections for the reasons discussed in detail below with respect to both the original and amended claims as indicated.

The Examiner cites to Heckel as a primary reference to reject all but claim 16. However, each of applicants' independent claims recite at least one aspect that is not taught, suggested, or motivated by Heckel, alone, or in the case of claim 8, in view of Rashkovskiy.

Specifically, Heckel describes a prior advertisement system similar to one described in the Background section of applicants' specification which states that "[a]nother technique is to download ad images prior to game play, and then insert the downloaded ad into an 'ad-space' specifically created inside the game to display the ad." (Applicants' specification, p. 2, lines 17-19.) In Heckel, the ad server 26 provides advertisements for use in games either before a game player plays the game: "[o]nce all of the ad textures 15 are loaded and ready, and the user 1 and the game server 20 are ready, play will commence," or "between each level of play, while the game is waiting to synchronize with the game server 20." (Heckel, *see* column 4, lines 35-61; column 5, lines 16-19, hereinafter in col#:line# format.) The advertisements are graphic textures that are substituted for similar shape default graphic textures by plug-in software

running on the user's computer. (*See* Heckel, abstract; 2:39-41.) The plug-in software selects an appropriate texture from a local texture store 14 that has been pre-loaded with the advertisements before the game is played. (Heckel, 4:35-61.) There is no teaching, suggestion, or motivation in Heckel to provide and incorporate advertisements into a game that is being played by a user.

Applicants' claims, in contrast to Heckel, recite dynamically incorporating advertisements into a running game, while the game player is actually playing the game. Although applicants believe that each independent claim recited this aspect prior to amendment, for the sake of expediting prosecution, applicants present the arguments that follow in light of the amended claim language.

In particular, independent claim 3 recites,

> 3. A method for dynamically incorporating advertisements into already executing gaming code, comprising:
>
> while the game player is playing the game,
>
> …
>
> dynamically receiving .. a plurality of advertisements; …

The Examiner indicates that these aspects are taught by Heckel because the alternative ad textures are downloaded onto the user's computer into a local texture store 14 and this occurs "when a user logs on," which is taken by the Examiner to be "playing the game." However, as explained above, Heckel makes clear that only after "all the ad textures are loaded and ready, … play will commence." (Heckel, 4:59-61.) Thus, the Examiner's argument is directly contrary to the procedure described in Heckel. Thus, Heckel, does not teach, suggest or motivate "while the game player is playing a game," as incorrectly suggested by the Examiner. Claims 4-8 depend from claim 3, and new claims 22-24 also depend from claim 3, and are allowable at least by virtue of their dependencies. Accordingly, claims 3-8 and 22-24 are allowable.

Independent claim 9, as amended, recites "[a] game console comprising: … storage medium having stored thereon computer game program code that executes on the computer processor and that, when executed, … dynamically receives a plurality of advertisements over the network connection while a game player is playing the executing game…" The Examiner relies on the arguments to reject claim 3. Accordingly, for reasons

similar to those discussed above with regard to claim 3, Heckel does not teach, suggest or motivate the aspects performed "while the game player is playing a game" as recited in claim 9.

Independent claim 10, as amended, recites "while the game player is playing the game, ... dynamically receiving ... a plurality of advertisements; ... displaying content associated with the conforming advertisement..." The Examiner again relies on his statements made with respect to claim 3. Accordingly, for reasons similar to those discussed above with regard to claim 3, Heckel does not teach, suggest or motivate the aspects performed "while the game player is playing a game" as recited in claim 10.

Independent claim 11, as amended, recites "receiving, from the game console while the game is running and being played by a game player, a request ... for an advertisement...; and retrieving and forwarding the determined advertisement to the game console while the game is in play." Again, the Examiner relies on his argument used to reject claim 3. Claims 12-13 depend from claim 11, and are allowable at least by virtue of their dependencies. Accordingly, for reasons similar to those discussed above with regard to claim 3, Heckel does not teach, suggest or motivate the aspects performed while the game is being played by a game player as recited in claims 11-13.

Applicants note that, with respect to claim 13, the Examiner has asserted that "a dribble pipe appears to be a connection capable of transferring small amounts of information" and further asserts that the "connections of Heckel have no such limitation. Therefore, Heckel's connection is taken to be a dribble pipe. Applicants respectfully disagree and traverse this argument, because the Examiner may not simply assert, without more, that Heckel's connection is a dribble pipe. A dribble pipe is described as a connection that supports a small bandwidth of data transfer and may be used to provide continuous and minimally intrusive data transfer. (*See* Applicants' Specification, page 14, lines 6-29; page 35, lines 17-19.)

Independent claim 14, as amended, recites an "advertising server for providing advertisements to a game console for dynamic incorporation into a game running and being played on the game console, comprising: ...storage medium comprising a server program that, when executed ... is configured to: receive, from the game console while the game is running and being played by a game player, a request... for an advertisement." The Examiner again

relies on his argument used to reject claim 3. Accordingly, for reasons similar to those discussed above with regard to claim 3, Heckel does not teach, suggest or motivate the aspects performed while the game is being played by a game player as recited in claim 14.

Independent claim 15, as amended, recites "receiving, from the game console while the game is running and being played by a game player, a request … for an advertisement…; and retrieving and forwarding the determined advertisement to the game console while the game is in play." Again, the Examiner relies on his argument used to reject claim 3. Accordingly, for reasons similar to those discussed above with regard to claim 3, Heckel does not teach, suggest or motivate the aspects performed while the game is being played by a game player or while the game is in play as recited in claim 15.

New independent claim 25 recites a "game console further configured to, while the game is executing and is being played by the game player, … request one or more advertisements corresponding to the located advertising tag… ; and an advertising server … further configured to receive, from the game console while the game player is playing the game, a request…" Thus, for reasons similar to those discussed above with regard to claim 3, Heckel does not teach, suggest or motivate the aspects performed while the game player is playing the game as recited in claim 25.

Independent claim 17, as amended, recites "automatically generating an effectiveness measure associated with the advertisement content by determining a measure of quality of exposure … wherein the measure of quality of exposure determines an indicator of likelihood that the game object observed the displayed advertisement content." The Examiner cites to portions of Heckel and says that they show "determining quality and measure of exposure" (Heckel, 5:29-37) and "determining [that] an advertisement was seen" (Heckel, 3:4-9). (Office Action, p. 6.) However, the portions cited to by the Examiner describe that, among other statistics regarding the "fit" of the ads, "the number of views or impressions delivered is tracked" (5:34) and "the number of times the ad is viewed, the time the ad is displayed on the screen, and game, and the viewer's demographic profile" (3:49) are tracked. There is nothing in Heckel that teaches or suggests that measuring the quality of the exposure (for example, whether the ad was viewed straight on or from the side) or measuring the "likelihood that the game object

observed the displayed advertisement content." (*See e.g.*, Specification, p.4, lines 18-23; p. 22, lines 9-22.) Claims 19-21 depend from claim 17, and are allowable at least by virtue of their dependencies. Accordingly, Heckel does not teach, suggest or motivate determining a measure of quality of exposure as recited in claims 17 and 19-21.

Also, applicants have amended claim 19 to correct a typographical error relating to a view frustum. There is nothing in Heckel that describes anything with respect to a view frustum, and thus the Examiner's naked assertion that the "determination is considered a view frustrum technique" is without support. (Office Action, p.6.)

Thus, at least for the reasons discussed above, applicants' claims 3-15, 17, and 19-25 are not anticipated or rendered obvious by Heckel, and are thus allowable.

With respect to claim 16, the Examiner cites to another reference, Kusumoto. Claim 16 recites "the first game client system, upon receiving an indication that the second game client system has received the indication of the advertisement content, displayed the indicated advertisement content in the … location… on a display of the first … system, thereby allowing the game program on the first and second … systems to display the same advertisement content… at approximately the same time." The Examiner asserts that "Kusumoto teaches multiple consumer clients as receiving advertising content in a virtual (game) world simultaneously." (Office Action, p. 7.) However the passages of Kusumoto relied upon, column 5, lines 37-46 and column 6, lines 1-27, do not teach or suggest anything about allowing a game program on two different systems to "display the same advertisement content… at approximately the same time." Column 5, lines 37-46 instead describe that the "virtual environment is accessible over the computer network by multiple participants simultaneously." This is not describing simultaneous display of advertisement content. Column 6, lines 1-27 describe how consumers select an advertisement for their avatars – it doesn't describe simultaneous display of advertisement content as recited by claim 15. Thus, claim 16 is not anticipated or rendered obvious by Kusumoto and is thus allowable.

The Examiner has rejected claim 8, a dependent claim, over Heckel in view of Rashkovskiy. Although claim 8, through its dependency on claim 3, is allowable at least for the reasons discussed above with respect to claim 3, applicants further note that Rashkovskiy does

not teach, suggest, or motivate "upon detecting that the game player has interacted with the displayed content associated with the conforming advertisement, modifying the claim behavior of a game object." The Examiner admits that Heckel does not teach interaction between a user and the advertisement and directs his argument to only the interaction with an advertisement. (Office Action, p. 7.) Of note, the Examiner has failed to present any argument regarding "modifying the game behavior of a game object." Rashkovskiy describes clicking on an image element to pause a game, displaying advertising for allowing a user to make a purchase, and then resuming the game. (Rashkovskiy, 3:1-13.) Nothing in Rashkovskiy appears to teach, suggest, or motivate "modifying the game behavior of a game object" upon detecting interaction with the content of an advertisement. Accordingly, claim 8 and new claims 23-24 are not rendered obvious by Heckel in view of Rashkoskiy.

Although applicants have not separately addressed each argument the Examiner makes to reject the dependent claims, applicants note for the record that all such assertions are traversed and reserve the right to might further arguments.

Conclusion

Therefore, for these reasons and others, since Heckel, Kusumoto, and Rashkovkiy, alone or in any motivated combination do not teach, suggest, or motivate one or more elements or acts of each of applicants' claims 2-21, applicants' claims are not anticipated or rendered obvious by any of the cited references. In the event the Examiner disagrees with applicants or finds minor informalities, applicants respectfully request a telephone interview to discuss the Examiner's issues and to expeditiously resolve prosecution of this application. Accompanying this Amendment is an Applicant Initiated Interview Request Form in the event the Examiner does not agree that the claims are allowable over the cited references. Applicants' representative can be contacted at (206) 622-4900.

In closing, applicants respectfully submit that all of the pending claims are allowable and respectfully request the Examiner to enter these amendments and to reconsider this application and its timely allowance. The Director is authorized to charge any additional fees due by way of this Amendment, or credit any overpayment, to our Deposit Account No. 19-1090. Again, applicants' representative thanks the Examiner for his prompt and courteous attention.

Respectfully submitted,

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Enclosure:
Applicant Initiated Interview Request Form

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